

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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MARIA FERNANDA PINA,

Plaintiff,

-against-

AKAM ASSOCIATES, INC.,

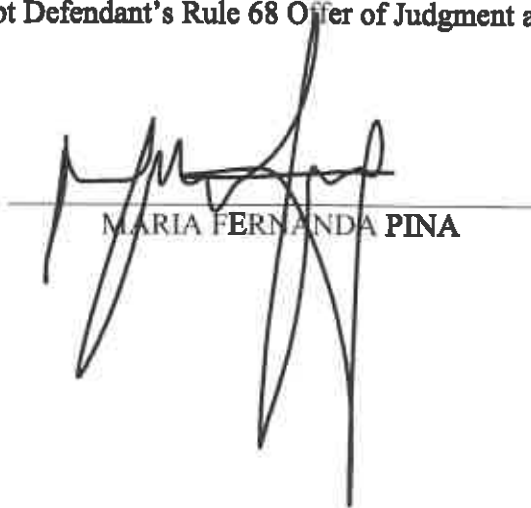
Defendant.
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21 CV 00269
(AMD)(RLM)

PLAINTIFF'S ACCEPTANCE OF DEFENDANTS' RULE 68 OFFER OF JUDGMENT

I, Maria Fernanda Pina, hereby accept Defendant's Rule 68 Offer of Judgment attached
hereto.

Dated: August 26, 2021



MARIA FERNANDA PINA

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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MARIA FERNANDA PINA,

Plaintiffs,

-v-

AKAM ASSOCIATES, INC.,

Defendant.

**DEFENDANT'S RULE 68
OFFER OF JUDGMENT**

Case 1:21-cv-00269 (AMD)(TAM)

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Pursuant to Rule 68 of the Federal Rules of Civil Procedure ("FED. R. CIV. PRO."), defendant AKAM ASSOCIATES, INC. ("Defendant"), through its attorneys, Clifton Budd & DeMaria, LLP, hereby offers to allow plaintiff Maria Fernanda Pina ("Plaintiff") to take judgment against Defendant in this action for the total sum of Forty Thousand Dollars and No Cents \$40,000.00 (the "Offer"). The sum set out in this Offer is inclusive of any liquidated damages and/or all interest accrued through the date of this Offer, as well as inclusive of costs and reasonable attorneys' fees accrued through the date of service of this Offer, to the extent that such reasonable attorneys' fees and costs may be recovered under applicable law. If this offer is accepted, Plaintiff may neither seek nor recover any costs or attorneys' fees through the date of service of this Offer in excess of those already included in the sum set out herein.

In support of this Offer, Defendant states as follows:

1. The Offer is being made pursuant to Rule 68 of the FED. R. CIV. PRO, and for the purposes specified in Rule 68 only.
2. Neither this Offer nor any judgment that may result from this Offer, may be construed as an admission of liability by Defendant or an admission that Plaintiff has suffered any damages as the Offer is intended to compromise disputed claims.


3. Should this Offer be accepted, any judgment that may result from this Offer shall be in full satisfaction of all federal, state and local law claims or rights that Plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or omissions by Defendant and/or Defendant's current or former officials, employees, or agents in connection with the facts and circumstances that are the subject of this action, including, but not limited to, Plaintiff's claims for damages alleged in the First Amended Complaint [ECF No. 29], and all other non-pecuniary damages, attorneys' fees, litigation expenses and costs of suit.

4. Plaintiff may accept this Offer by delivery of a written notice of acceptance to the undersigned within ten (10) days of the date this Offer was served.

5. If Plaintiff does not timely serve a written notice of her acceptance of this Offer within ten (10) days of the date that it was served, then the Offer shall be deemed withdrawn in accordance with Rule 68(b) of the FED. R. CIV. PRO.

Dated: New York, New York
August 19, 2021

CLIFTON BUDD & DEMARIA, LLP
Attorneys for Defendant

By: 
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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
MARIA FERNANDA PINA,

Plaintiffs,

-v-

AKAM ASSOCIATES, INC.,

Defendant.
-----X

CERTIFICATE OF SERVICE

Case 1:21-cv-00269 (AMD)(TAM)

I, STEPHEN P. PISCHL, hereby certify:

1. I am an attorney duly admitted to practice law in all of the Courts of the State of New York.

2. I am Counsel in the firm of Clifton Budd & DeMaria, LLP.

3. I am over eighteen years of age. I am not a party to this action. I reside in the County of Queens in the State of New York.

4. On August 19, 2021, I caused a true and correct copy of Defendant's Rule 68 Offer of Judgment to be served on Plaintiff Maria Fernanda Pina, by transmission as an attachment to an electronic mail message care of her attorney, Justin M. Reilly, at justin@nhglaw.com, with written consent to such service via electronic means.

5. In addition to containing an attached copy of Defendant's Rule 68 Offer of Judgment, the electronic mail message sent on August 19, 2021, bore the subject matter heading "M. Pina v. AKAM Associates, Inc., Case No. 1:21-cv-00269 (AMD)(TAM) – Defendant's Rule 68 Offer of Judgment," clearly indicating that the matter being transmitted via electronic mail message was related to a court proceeding.

6. I certify under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York
August 19, 2021



Stephen P. Pischl